

# **EXHIBIT A - PART 4**

## Site Design Requirements

## Shell Deal

Circuit City Stores, Inc.

Pelham Manor, NY

Store #4326

07/11/07

### Attachment "3" – Site Work Certificate

To: Circuit City Stores, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President-Construction

Re: Circuit City Store/Pelham Manor, NY

Ladies and Gentlemen:

The undersigned, as Landlord has completed all Site Work and has caused delivery of the Premises to occur on \_\_\_\_\_, all in accordance with the terms of the Site Design Requirements dated \_\_\_\_\_. Specifically, the undersigned hereby certifies that:

- Grading of the Land and the Common Areas has occurred in accordance with the Civil Plans.
- The Staging Area has been completed.
- An all-weather construction access road to the Premises has been prepared and is ready for use.

All conditions precedent to issuance of your building permit have been satisfied by Landlord, and we certify that all elements of the Site Delivery Work have been satisfied in accordance with the Site Design Requirements.

LANDLORD: \_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Site Design Requirements**

**Shell Deal**

Circuit City Stores, Inc.

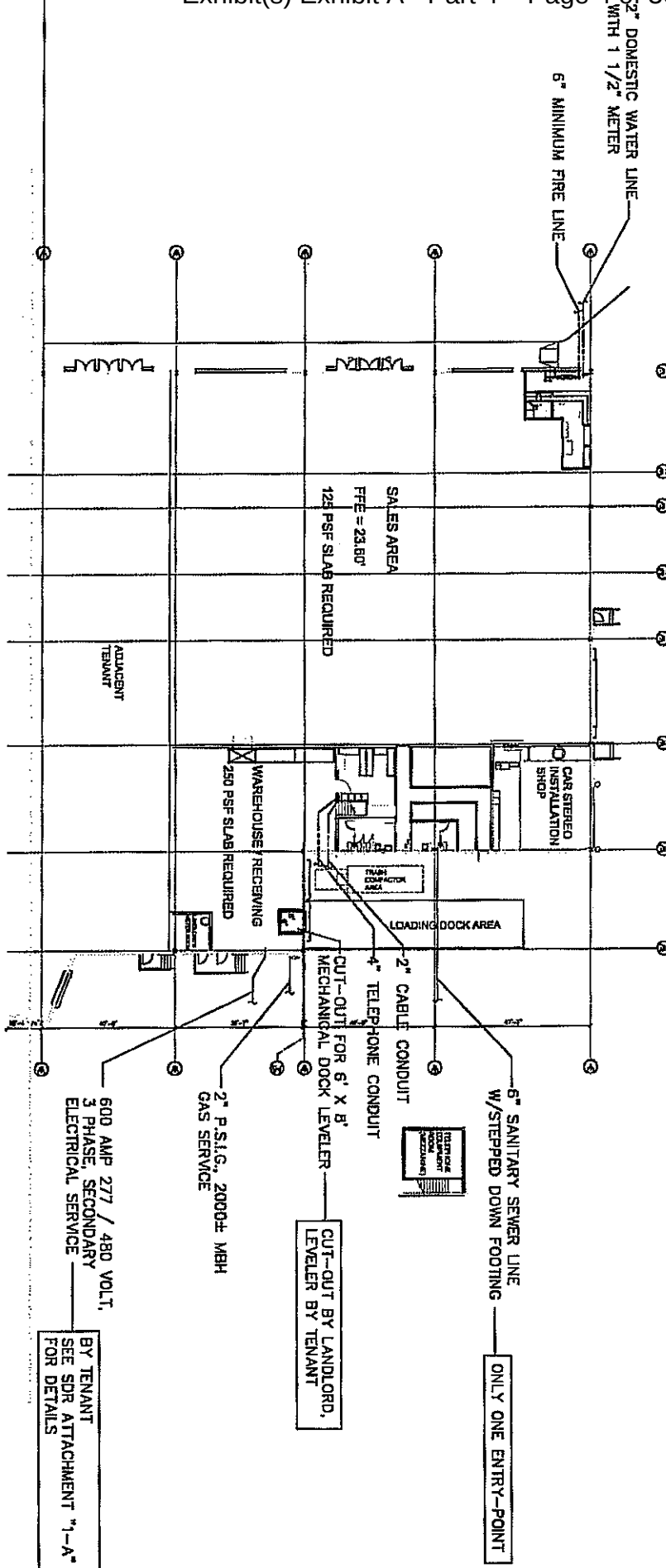
Pelham Manor, NY

Store #4326

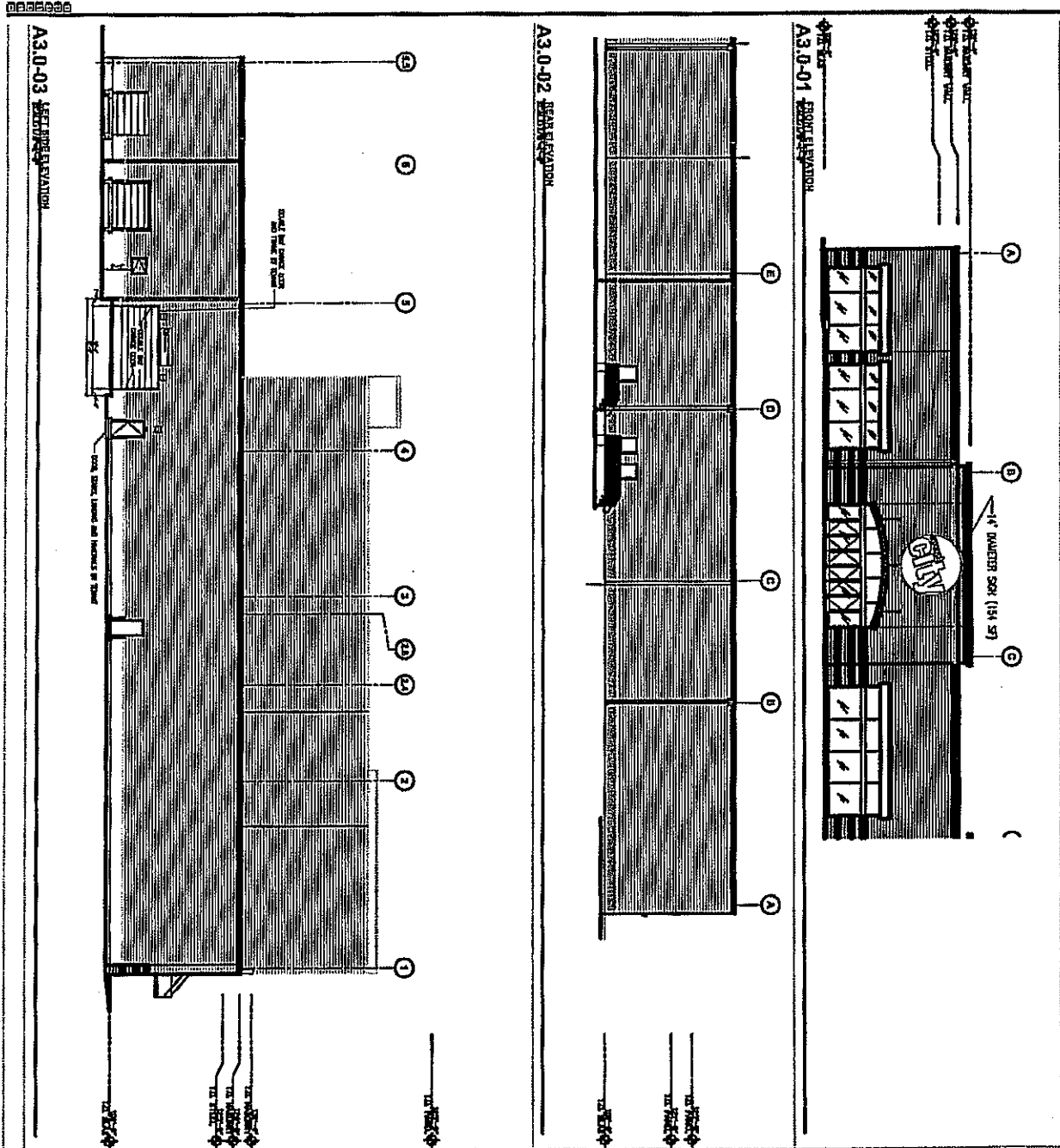
07/11/07

**Attachment "4" – Floor Plan and Elevations**

(to be attached)



PELHAM MANOR, NY  
CIRCUIT CITY  
FLOOR PLAN WITH UTILITIES  
07-09-07  
NOT TO SCALE



**Site Design Requirements**

**Shell Deal**

**Circuit City Stores, Inc.**

**Pelham Manor, NY**

**Store #4326**

**07/11/07**

**Attachment "5" – (intentionally deleted)**

**Site Design Requirements**

**Shell Deal**

Circuit City Stores, Inc.

Pelham Manor, NY

Store #4326

07/11/07

**Attachment "6" Civil Plans**

(list to be attached)



**CHANGE BULLETINS:**

**Bulletin-2 and Revision-4:** Greenberg Farrow - Bulletin and Supplemental Instructions June, 18 2007.

**SPECIFICATIONS:**

Date: Revision#  
Building C/D/E: 06/12/07 REVISION #4, BULLETIN #2

**CIVIL DRAWINGS: (For Entire Site)**

DRAWINGS			
DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
C-0.0	Rev.#4, Bulletin #2	06/12/2007	COVER SHEET
X-1.0	Rev.#4, Bulletin #2	06/12/2007	EXISTING CONDITION SITE PLAN (TOPOGRAPHIC SURVEY)
C-1.0	Rev.#4, Bulletin #2	06/12/2007	SITE DEMOLITION PLAN
C-2.0	Rev.#4, Bulletin #2	06/12/2007	SITE LAYOUT AND MATERIALS PLAN
C-2.1	Rev.#4, Bulletin #2	06/12/2007	SITE LAYOUT PLAN
C-3.0	Rev.#4, Bulletin #2	06/12/2007	SITE GRADING AND DRAINAGE PLAN
C-3.1G	Rev.#4, Bulletin #2	06/12/2007	SITE GRADING PLAN (NORTH)
C-3.1D	Rev.#4, Bulletin #2	06/12/2007	SITE DRAINAGE PLAN (NORTH)
C-3.2G	Rev.#4, Bulletin #2	06/12/2007	SITE GRADING PLAN (SOUTH-WEST)
C-3.2D	Rev.#4, Bulletin #2	06/12/2007	SITE DRAINAGE PLAN (SOUTH-WEST)
C-3.3 G	Rev.#4, Bulletin #2	06/12/2007	SITE GRADING PLAN (SOUTH-EAST)
C-3.3D	Rev.#4, Bulletin #2	06/12/2007	SITE DRAINAGE PLAN (SOUTH-EAST)
C-4.0	Rev.#4, Bulletin #2	06/12/2007	SITE UTILITY PLAN
C-4.1	Rev.#4, Bulletin #2	06/12/2007	SITE UTILITY PLAN (NORTH)
C-4.2	Rev.#4, Bulletin #2	06/12/2007	SITE UTILITY PLAN (SOUTH-WEST)
C-4.3	Rev.#4, Bulletin #2	06/12/2007	SITE UTILITY PLAN (SOUTH-EAST)
C-5.0	Rev.#4, Bulletin #2	06/12/2007	SITE LANDSCAPING PLAN
C-6.0	Rev.#4, Bulletin #2	06/12/2007	SITE LIGHTING PLAN



DRAWINGS			
DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
C-7.0	Rev.#4, Bulletin #2	06/12/2007	CONSTRUCTION DETAILS
C-7.1	Rev.#4, Bulletin #2	06/12/2007	CONSTRUCTION DETAILS
C-7.2	Rev.#4, Bulletin #2	06/12/2007	CONSTRUCTION DETAILS
C-7.3	Rev.#4, Bulletin #2	06/12/2007	CONSTRUCTION DETAILS
C-8.1	Rev.#4, Bulletin #2	06/12/2007	STORM DRAINAGE PROFILES
C-8.2	Rev.#4, Bulletin #2	06/12/2007	SANITARY PROFILES
C-9.0	Rev.#4, Bulletin #2	06/12/2007	SOIL EROSION AND SEDIMENT CONTROL
C-10.9	Rev.#4, Bulletin #2	06/12/2007	SOIL EROSION & SEDIMENT CONTROL DETAILS & NOTES

**BUILDING C/D/E:**

DRAWINGS			
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DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
A000	Rev.#4, Bulletin #2	06/12/2007	COVER SHEET
A001 C/D/E	Rev.#4, Bulletin #2	06/12/2007	BUILDING CODE DATA
A002	Rev.#4, Bulletin #2	06/12/2007	SITE PLAN RETAIL A/B, C/D-STORAGE, E AND F
A101 C/D/E	Rev.#4, Bulletin #2	06/12/2007	GROUND FLOOR PLAN
A102 C/D/E	Rev.#4, Bulletin #2	06/12/2007	SECOND FLOOR PLAN
A103 C/D/E	Rev.#4, Bulletin #2	06/12/2007	THIRD FLOOR PLAN
A104 C/D/E	Rev.#4, Bulletin #2	06/12/2007	FOURTH FLOOR PLAN
A201 C/D/E	Rev.#4, Bulletin #2	06/12/2007	REFLECTED CEILING PLAN
A300 C/D/E	Rev.#4, Bulletin #2	06/12/2007	ROOF PLAN
A301	Rev.#4, Bulletin #2	06/12/2007	ROOF DETAILS
A400	Rev.#4, Bulletin #2	06/12/2007	EXTERIOR ELEVATIONS
A401 C/D/E	Rev.#4, Bulletin #2	06/12/2007	ENLARGED EXTERIOR ELEVATIONS
A402 C/D/E	Rev.#4, Bulletin #2	06/12/2007	ENLARGED EXTERIOR ELEVATIONS
A500 C/D/E	Rev.#4, Bulletin #2	06/12/2007	BUILDING SECTIONS
A600 C/D/E	Rev.#4, Bulletin #2	06/12/2007	WALL SECTIONS
A601 C/D/E	Rev.#4, Bulletin #2	06/12/2007	WALL SECTIONS
A602 C/D/E	Rev.#4, Bulletin #2	06/12/2007	WALL SECTIONS
A700 C/D/E	Rev.#4, Bulletin #2	06/12/2007	DOOR SCHEDULES AND DETAILS
A701 C/D/E	Rev.#4, Bulletin #2	06/12/2007	STOREFRONT ELEVATIONS
A701a C/D/E	Rev.#4, Bulletin #2	06/12/2007	STOREFRONT ELEVATIONS
A702 C/D/E/	Rev.#4, Bulletin #2	06/12/2007	STOREFRONT DETAILS
A703 C/D/E	Rev.#4, Bulletin #2	06/12/2007	ELEVATOR PLANS
A750 C/D/E	Rev.#4, Bulletin #2	06/12/2007	FIRE STAIRS – ENLARGED PLANS AND SECTIONS
A751 C/D/E	Rev.#4, Bulletin #2	06/12/2007	EXTERIOR STAIRS – PLANS AND SECTIONS
A752 C/D/E	Rev.#4, Bulletin #2	06/12/2007	LOADING AREAS – PLANS AND REFLECTED CEILING PLAN
A800 C/D/E	Rev.#4, Bulletin #2	06/12/2007	DETAILS

DRAWINGS			
DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
S101 C/D/E	Rev.#4, Bulletin #2	06/12/2007	GENERAL NOTES
S102 C/D/E	Rev.#4, Bulletin #2	06/12/2007	GENERAL NOTES
S201 C/D/E	Rev.#4, Bulletin #2	06/12/2007	FOUNDATION PLAN
S202 C/D/E	Rev.#4, Bulletin #2	06/12/2007	TWO WAY SLAB REINFORCING PLAN
S301 C/D/E	Rev.#4, Bulletin #2	06/12/2007	FOUNDATION SECTIONS AND TYP. DETAILS
S302 C/D/E	Rev.#4, Bulletin #2	06/12/2007	FOUNDATION SECTIONS
S303 C/D/E	Rev.#4, Bulletin #2	06/12/2007	FOUNDATION TYPICAL DETAILS
S401 C/D/E	Rev.#4, Bulletin #2	06/12/2007	SECOND FLOOR AND ROOF FRAMING PLAN
S402 C/D/E	Rev.#4, Bulletin #2	06/12/2007	THIRD FLOOR FRAMING PLAN
S403 C/D/E	Rev.#4, Bulletin #2	06/12/2007	FOURTH FLOOR FRAMING PLAN
S404 C/D/E	Rev.#4, Bulletin #2	06/12/2007	ROOF FRAMING PLAN
S501 C/D/E	Rev.#4, Bulletin #2	06/12/2007	SECTIONS AND TYPICAL DETAILS
S502 C/D/E	Rev.#4, Bulletin #2	06/12/2007	SECTIONS AND TYPICAL DETAILS
S503 C/D/E	Rev.#4, Bulletin #2	06/12/2007	SECTIONS AND TYPICAL DETAILS
S601 C/D/E	Rev.#4, Bulletin #2	06/12/2007	COLUMN SCHEDULE
MEP drawings for Retail C/D/E and Self Storage Fit-out.			
E100 C-SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL NOTES & SYMBOLS – RETAIL C/D/E/SS
E201 C/D	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL POWER PLAN – RETAIL C/D
E201 E	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL POWER PLAN – RETAIL E
E201 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL GROUND LEVEL FLOOR PLAN – SELF STORAGE (SS)
E202 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 2 <sup>ND</sup> LEVEL POWER & LIGHTING PLAN – SELF STORAGE (SS)
E203 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 3RD LEVEL POWER & LIGHTING PLAN – SELF STORAGE (SS)
E204 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 4TH LEVEL POWER & LIGHTING PLAN – SELF STORAGE (SS)
E300 C/D	Rev.#4, Bulletin #2	06/12/2007	NOT USED – ELECTRICAL ROOF PLAN – RETAIL C/D
E300 E/SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL ROOF PLAN – RETAIL E AND SELF STORAGE
E301 E	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL ROOF PLAN – RETAIL E

DRAWINGS			
DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
E400 C-SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL ONE LINE DIAGRAM – RETAIL C/D/E/SS
E401 C-D	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL SITE PLAN – RETAIL C/D/E/SS
E500 C-E	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL PANEL SCHEDULES – RETAIL C/D/E
E501 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL PANEL SCHEDULES – SELF STORAGE (SS)
E600 C-SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL DETAILS – RETAIL C/D/E
E700 C-SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL SPECIFICATIONS – RETAIL C/D/E
FA100 C-SS	Rev.#4, Bulletin #2	06/12/2007	FIRE ALARM NOTES, SYMBOLS & WIRING DIAGRAMS – RETAIL C/D/E/SS
FA201 C/D	Rev.#4, Bulletin #2	06/12/2007	NOT USED – FIRE ALARM RETAIL C & D
FA201 E	Rev.#4, Bulletin #2	06/12/2007	NOT USED – FIRE ALARM RETAIL C
FA201 SS	Rev.#4, Bulletin #2	06/12/2007	FIRE ALARM GROUND LEVEL FLOOR PLAN – SELF STORAGE (SS)
FA202 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 2 <sup>ND</sup> LEVEL FIRE ALARM PLAN – SELF STORAGE (SS)
FA203 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 3 <sup>RD</sup> LEVEL FIRE ALARM PLAN – SELF STORAGE (SS)
FA204 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 4 <sup>TH</sup> LEVEL FIRE ALARM PLAN – SELF STORAGE (SS)
M100 C/D/E	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL NOTES, SYMBOLS AND SPECIFICATIONS – RETAIL C/D/E/SS
M201 C	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL FLOOR PLAN – RETAIL C
M201 D	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL FIRST FLOOR PLAN – RETAIL D
M201 E	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL FIRST FLOOR PLAN – RETAIL E, BANK AND SS OFFICES
M202 SS	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL SECOND FLOOR PLAN – SELF STORAGE
M203 SS	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL THIRD FLOOR PLAN – SELF STORAGE
M204 SS	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL FOURTH FLOOR PLAN – SELF STORAGE
M301 C/D	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL ROOF PLAN – RETAIL C. D (PART)
M301 D/E/SS	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL ROOF PLAN – RETAIL D (PART), E AND SS
M400 C/D/E	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL SCHEDULES & DETAILS – RETAIL C/D/E
P-001 ST	Rev.#4, Bulletin #2	06/12/2007	NOT USED – PLUMBING SITE PLAN RETAIL C/D/E
P100 C-E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING SPECIFICATIONS, NOTES, SYMBOLS & DETAILS – RETAIL C/D/E

DRAWINGS			
DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
P101 C-E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING RISER DIAGRAMS – RETAIL C/D/E
P201 C/D	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 1 <sup>ST</sup> FLOOR PLAN – RETAIL C/D
P201 D/E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 1 <sup>ST</sup> FLOOR PLAN – RETAIL D/E
P202 E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 2 <sup>ND</sup> FLOOR PLAN – E
P203 E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 3 <sup>RD</sup> FLOOR PLAN – E
P204 E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 4 <sup>TH</sup> FLOOR PLAN – E
P301 C/D	Rev.#4, Bulletin #2	06/12/2007	PLUMBING ROOF PLAN – RETAIL C/D
P301 E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING ROOF PLAN – RETAIL E
FP001/ ST	Rev.#4, Bulletin #2	06/12/2007	<u>NOT USED</u> – FIRE PROTECTION SITE PLAN – RETAILS C/D/E
FP001 C-E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION SITE PLAN – RETAILS C/D/E/SS
FP100 C-E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION NOTES, LEGEND AND RISER DIAGRAM C/D/E
FP201 C/D	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 1 <sup>ST</sup> FLOOR PLAN – C/E RETAIL
FP201 D/E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 1 <sup>ST</sup> FLOOR PLAN – D/E RETAIL
FP202 E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 2ND FLOOR PLAN – E
FP203 E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 3RD FLOOR PLAN – E
FP204 E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 4TH FLOOR PLAN – E
FP300 C-E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION APARTMENT PLAN AND DETAILS – RETAILS C/D/E

**SELF STORAGE FIT-OUT:**

DRAWINGS			
DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
A000	Rev.#4, Bulletin #2	06/12/2007	COVER SHEET
A001 C/D/E	Rev.#4, Bulletin #2	06/12/2007	BUILDING CODE DATA
A002			NOT USED
A003 SS	Rev.#4, Bulletin #2	06/12/2007	SECURITY PLAN
A101 SS	Rev.#4, Bulletin #2	06/12/2007	GROUND FLOOR PLAN – SELF STORAGE
A102 SS	Rev.#4, Bulletin #2	06/12/2007	SECOND FLOOR PLAN – SELF STORAGE
A103 SS	Rev.#4, Bulletin #2	06/12/2007	THIRD FLOOR PLAN – SELF STORAGE
A104 SS	Rev.#4, Bulletin #2	06/12/2007	FOURTH FLOOR PLAN – SELF STORAGE
A200 SS	Rev.#4, Bulletin #2	06/12/2007	OFFICE AND REFLECTED CEILING PLAN
A201 SS	Rev.#4, Bulletin #2	06/12/2007	INTERIOR ELEVATIONS AND DETAILS
A400 SS	Rev.#4, Bulletin #2	06/12/2007	NOT USED - EXTERIOR ELEVATIONS AND BUILDING SECTIONS
A700 SS	Rev.#4, Bulletin #2	06/12/2007	DOOR SCHEDULES AND DETAILS – SELF STORAGE
A800 SS	Rev.#4, Bulletin #2	06/12/2007	DETAILS – SELF STORAGE FIT-OUT
MEP drawings for Retail C/D/E and Self Storage Fit-out.			
E100 C-SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL NOTES & SYMBOLS – RETAIL C/D/E/SS
E201 C/D	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL POWER PLAN – RETAIL C/D
E201 E	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL POWER PLAN – RETAIL E
E201 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL GROUND LEVEL FLOR PLAN – SELF STORAGE (SS)
E202 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 2 <sup>ND</sup> LEVEL POWER & LIGHTING PLAN – SELF STORAGE (SS)
E203 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 3RD LEVEL POWER & LIGHTING PLAN – SELF STORAGE (SS)
E204 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 4TH LEVEL POWER & LIGHTING PLAN – SELF STORAGE (SS)
E300 C/D	Rev.#4, Bulletin #2	06/12/2007	NOT USED – ELECTRICAL ROOF PLAN – RETAIL C/D
E300 E/SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL ROOF PLAN – RETAIL E AND SELF STORAGE
E301 E	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL ROOF PLAN – RETAIL E
E400 C-SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL ONE LINE DIAGRAM – RETAIL C/D/E/SS

DRAWINGS			
DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
E401 C-D	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL SITE PLAN – RETAIL C/D/E/SS
E500 C-E	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL PANEL SCHEDULES – RETAIL C/D/E
E501 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL PANEL SCHEDULES – SELF STORAGE (SS)
E600 C-SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL DETAILS – RETAIL C/D/E
E700 C-SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL SPECIFICATIONS – RETAIL C/D/E
FA100 C-SS	Rev.#4, Bulletin #2	06/12/2007	FIRE ALARM NOTES, SYMBOLS & WIRING DIAGRAMS – RETAIL C/D/E/SS
FA201 C/D	Rev.#4, Bulletin #2	06/12/2007	NOT USED – FIRE ALARM RETAIL C & D
FA201 E	Rev.#4, Bulletin #2	06/12/2007	NOT USED – FIRE ALARM RETAIL C
FA201 SS	Rev.#4, Bulletin #2	06/12/2007	FIRE ALARM GROUND LEVEL FLOOR PLAN – SELF STORAGE (SS)
FA202 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 2 <sup>ND</sup> LEVEL FIRE ALARM PLAN – SELF STORAGE (SS)
FA203 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 3 <sup>RD</sup> LEVEL FIRE ALARM PLAN – SELF STORAGE (SS)
FA204 SS	Rev.#4, Bulletin #2	06/12/2007	ELECTRICAL 4 <sup>TH</sup> LEVEL FIRE ALARM PLAN – SELF STORAGE (SS)
M100 C/D/E	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL NOTES, SYMBOLS AND SPECIFICATIONS – RETAIL C/D/E/SS
M201 C	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL FLOOR PLAN – RETAIL C
M201 D	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL FIRST FLOOR PLAN – RETAIL D
M201 E	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL FIRST FLOOR PLAN – RETAIL E, BANK AND SS OFFICES
M202 SS	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL SECOND FLOOR PLAN – SELF STORAGE
M203 SS	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL THIRD FLOOR PLAN – SELF STORAGE
M204 SS	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL FOURTH FLOOR PLAN – SELF STORAGE
M301 C/D	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL ROOF PLAN – RETAIL C, D (PART)
M301 D/E/SS	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL ROOF PLAN – RETAIL D (PART), E AND SS
M400 C/D/E	Rev.#4, Bulletin #2	06/12/2007	MECHANICAL SCHEDULES & DETAILS – RETAIL C/D/E
P-001 ST	Rev.#4, Bulletin #2	06/12/2007	NOT USED – PLUMBING SITE PLAN RETAIL C/D/E
P100 C-E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING SPECIFICATIONS, NOTES, SYMBOLS & DETAILS – RETAIL C/D/E
P101 C-E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING RISER DIAGRAMS – RETAIL C/D/E

DRAWINGS			
DWG. NO.	REVISION NO.	ISSUE DATE	DRAWING NAME
P201 C/D	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 1 <sup>ST</sup> FLOOR PLAN – RETAIL C/D
P201 D/E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 1 <sup>ST</sup> FLOOR PLAN – RETAIL D/E
P202 E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 2 <sup>ND</sup> FLOOR PLAN - E
P203 E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 3 <sup>RD</sup> FLOOR PLAN - E
P204 E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING 4 <sup>TH</sup> FLOOR PLAN – E
P301 C/D	Rev.#4, Bulletin #2	06/12/2007	PLUMBING ROOF PLAN – RETAIL C/D
P301 E	Rev.#4, Bulletin #2	06/12/2007	PLUMBING ROOF PLAN – RETAIL E
FP001/ ST	Rev.#4, Bulletin #2	06/12/2007	<u>NOT USED</u> – FIRE PROTECTION SITE PLAN – RETAILS C/D/E
FP001 C-E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION SITE PLAN – RETAILS C/D/E/SS
FP100 C-E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION NOTES, LEGEND AND RISER DIAGRAM C/D/E
FP201 C/D	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 1 <sup>ST</sup> FLOOR PLAN – C/E RETAIL
FP201 D/E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 1 <sup>ST</sup> FLOOR PLAN – D/E RETAIL
FP202 E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 2ND FLOOR PLAN – E
FP203 E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 3RD FLOOR PLAN – E
FP204 E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION 4TH FLOOR PLAN – E
FP300 C-E	Rev.#4, Bulletin #2	06/12/2007	FIRE PROTECTION APARTMENT PLAN AND DETAILS – RETAILS C/D/E

End of Memorandum



**Site Design Requirements**

**Shell Deal**

Circuit City Stores, Inc.

Pelham Manor, NY

Store #4326

07/11/07

**Attachment "7" Geotechnical Reliance Letter**

(to be attached)

## Site Design Requirements

## Shell Deal

Circuit City Stores, Inc.

Pelham Manor, NY

Store #4326

06/21/07

### Attachment "7" Geotechnical Reliance Letter

#### GEOTECHNICAL RELIANCE LETTER

\_\_\_\_\_, 200\_\_

Circuit City Stores, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President – Real Estate

Re: \_\_\_\_\_ (the "Report")  
Project Name: Circuit City Store/Pelham, NY  
Job Number: 4326

Dear \_\_\_\_\_:

This will serve to confirm that \_\_\_\_\_ ("Consultant") will allow Circuit City Stores, Inc. ("Circuit City") to rely on the Report in connection with the assessment and evaluation of the subject property as fully and completely as if the Report had been prepared for and was addressed to Circuit City. Consultant acknowledges that Consultant shall not look to Circuit City for any liability of P/A-Acadia Pelham Manor, LLC pursuant to the underlying agreement between Consultant and P/A-Acadia Pelham Manor, LLC.

This reliance letter is given in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged. Please indicate your acceptance of these terms by signing in the space provided below and returning a copy to me.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

Circuit City Stores, Inc.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

## **Site Design Requirements**

## **Shell Deal**

**Circuit City Stores, Inc.**

**Pelham Manor, NY**

**Store #4326**

**07/11/07**

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**Attachment "8" - Intentionally Deleted**

## **Site Design Requirements**

## **Shell Deal**

**Circuit City Stores, Inc.**

**Pelham Manor, NY**

**Store #4326**

**07/11/07**

**Attachment "9" – Intentionally Deleted**

**Site Design Requirements**

**Shell Deal**

Circuit City Stores, Inc.

Pelham Manor, NY

Store #4326

07/11/07

**Attachment "10" Shell Plans and Specifications**

(see Attachment "6" for list of plans)

**Site Design Requirements**

**Shell Deal**

Circuit City Stores, Inc.

Pelham Manor, NY

Store #4326

07/11/07

**Attachment "11" – Building Shell Work Certificate**

To: Circuit City Stores, Inc.  
Deep Run I  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President-Construction

Re: Circuit City Store/Pelham Manor, NY

Ladies and Gentlemen:

The undersigned, as Landlord has completed all Building Shell Work and has caused delivery of the Premises to occur on \_\_\_\_\_, all in accordance with the terms of the Site Design Requirements dated \_\_\_\_\_. Specifically, the undersigned hereby certifies that the Building Shell has been completed as of this date and the Building Shell has been constructed in accordance with the Shell Plans and Specifications.

All conditions precedent to issuance of Landlord's building permit have been satisfied by Landlord, and Landlord certifies that all elements of the Building Shell Work have been satisfied in accordance with the Site Design Requirements.

LANDLORD: \_\_\_\_\_

a \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Site Design Requirements**

**Shell Deal**

Circuit City Stores, Inc.

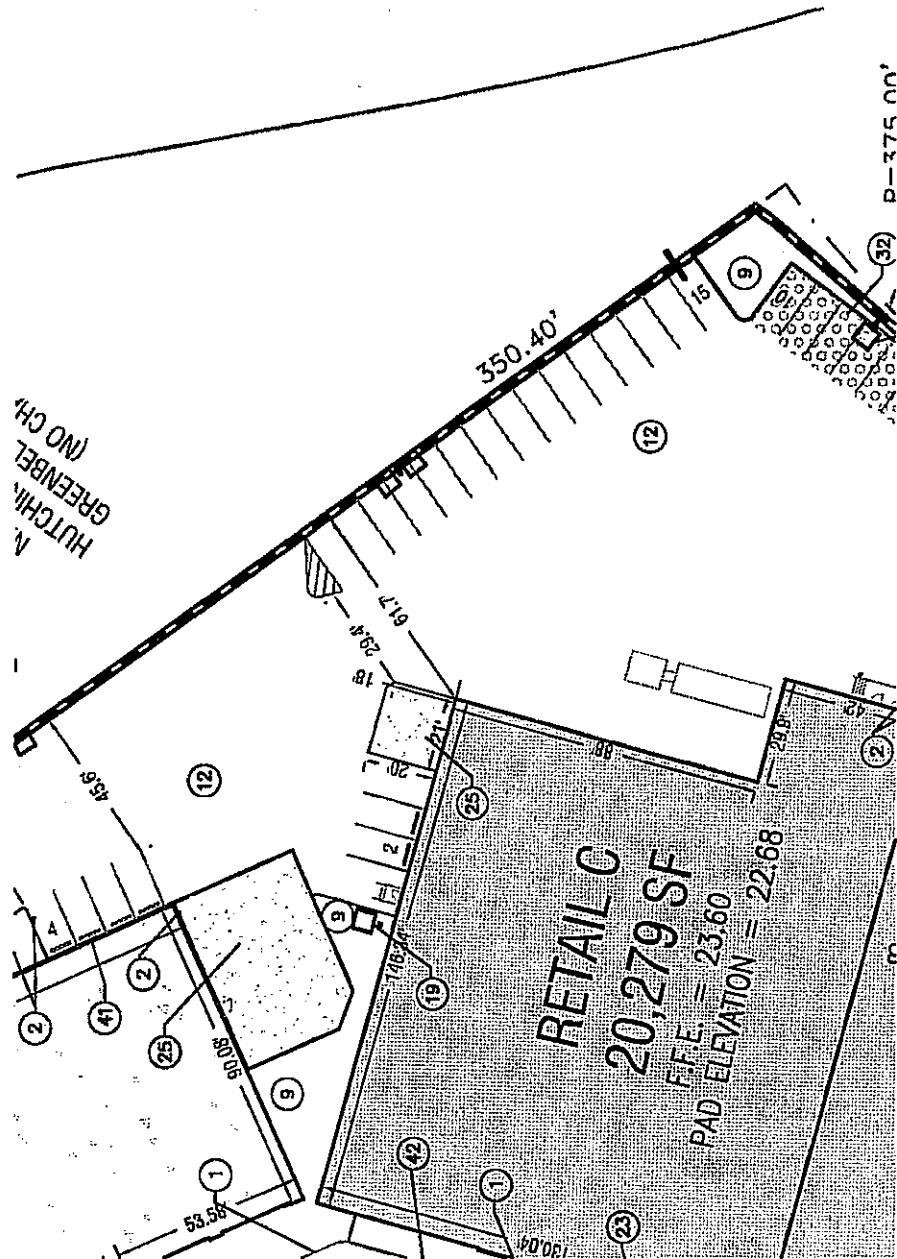
Pelham Manor, NY

Store #4326

07/11/07

**Attachment "12" – Car Stereo Installation Shop Ramp Plan**

(to be attached)







**EXHIBIT C-1**

Possession Date Notice

[Letterhead of Landlord]

\_\_\_\_\_, 200\_\_

[via overnight courier  
service per Article XXII of the Lease]

CIRCUIT CITY STORES, INC.  
9954 Mayland Drive  
Richmond, Virginia 23233  
Attention: Vice President of Real Estate

Re: Lease Agreement dated as of \_\_\_\_\_, 200\_\_ (the "Lease"), between P/A-  
ACADIA PELHAM MANOR, LLC, as landlord ("Landlord"), and CIRCUIT  
CITY STORES, INC., as tenant ("Tenant"), with respect to certain retail  
premises (the "Premises") located in the Pelham Manor Shopping Plaza, Pelham,  
New York.

Gentlemen:

In accordance with the provisions of Section 2.05(a) of the Lease, Landlord hereby  
informs the Tenant that the Possession Date shall take place at 8:00 A.M. on \_\_\_\_\_,  
200\_\_. This notice shall constitute the Possession Date Notice referred to in Section 2.05 of the  
Lease. All capitalized terms as used in this Possession Date Notice shall have the same meaning  
as set forth in the Lease, unless otherwise defined in this Possession Date Notice.

P/A-Acadia Pelham Manor, LLC

By: \_\_\_\_\_  
\_\_\_\_\_, (Vice) President

cc: Circuit City Stores, Inc.  
9950 Mayland Drive  
Richmond, Virginia 23233  
Attention: General Counsel

**EXHIBIT D**

W-9 Form

[See Attached]

**W-9**

Form  
(Rev. January 2005)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>P/A Acadia Pelham Manor, LLC</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited liability company <input type="checkbox"/> Exempt from backup withholding	Other ▶
Address (number, street, and apt. or suite no.) <b>c/o Acadia Realty Trust, 1311 Mamaroneck Avenue, Suite 260</b>	
City, state, and ZIP code <b>White Plains, New York 10605</b>	
List account number(s) here (optional)	
Requester's name and address (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								
2	0	1	5	7	7	2	8	5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

**Certification Instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the Instructions on page 4.)

Sign Here Signature of U.S. person ▶  Date ▶

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(e) and 7(a) for additional information.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

**EXHIBIT E**

Commencement Date and Expiration Date Agreement

THIS COMMENCEMENT DATE AND EXPIRATION DATE AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between P/A-ACADIA PELHAM MANOR, LLC ("Landlord") and CIRCUIT CITY STORES, INC. ("Tenant").

**WITNESSETH:**

WHEREAS, Landlord is the owner of a certain shopping center known as Pelham Manor Shopping Plaza (the "Shopping Center"), situated in Pelham, New York;

WHEREAS, by that certain Lease Agreement dated as of \_\_\_\_\_, 200\_\_ (the "Lease"), Landlord leased a portion (the "Premises") of the Shopping Center to Tenant;

WHEREAS, Tenant is in possession of the Premises and the Term of the Lease has commenced; and

WHEREAS, under Section 2.10 of the Lease, Landlord and Tenant agreed to enter into an agreement setting forth certain information in respect of the Premises and the Lease.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. The Commencement Date occurred on \_\_\_\_\_, 200\_\_.
2. The **Initial Lease Term** shall expire on January 31, 20\_\_, unless Tenant exercises any option to extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
3. The date of commencement of the **first Extension Period** shall be February 1, 20\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_, unless Tenant exercises any option to further extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
4. The date of commencement of the **second Extension Period** shall be February 1, 20\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_, unless Tenant exercises any option to further extend the Term of the Lease or unless the Lease terminates earlier as provided in the Lease.
5. The date of commencement of the **third Extension Period** shall be February 1, 20\_\_, if Tenant effectively exercises its option in respect thereof, and if Tenant does so, the Term of the Lease shall expire on January 31, 20\_\_, unless the Lease terminates earlier as provided in the Lease.

6. Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in the Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Commencement Date and Expiration Date Agreement to be executed the date and year first above written.

**LANDLORD:**

P/A-ACADIA PELHAM MANOR, LLC, a  
Delaware limited liability company

By: Acadia Property Holdings, LLC  
Its: General Partner

By: Acadia Realty Limited Partnership  
Its: Sole Member

By: Acadia Realty Trust  
Its: General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

CIRCUIT CITY STORES, INC., a  
Virginia corporation

By: \_\_\_\_\_  
Name: John B. Mulleady  
Title: Vice President, Real Estate &  
Construction

## EXHIBIT F

### Prohibited Uses

"Prohibited Uses" shall mean any one or more of the following uses:

(a) a bar, pub, nightclub, music hall or disco in which less than fifty percent (50%) of its space or revenue is devoted to and derived from food service;

(b) a bowling alley;

(c) a billiard or bingo parlor;

(d) a flea market;

(e) a massage parlor or pawn shop;

(f) a funeral home;

(g) a facility for the sale of paraphernalia for use with illicit drugs;

(h) a facility for the sale or display of pornographic material (as determined by community standards for the area in which the Shopping Center is located);

(i) an off-track betting parlor;

(j) a carnival, amusement park or circus;

(k) a gas station, car wash or auto repair or body shop (the parties specifically acknowledging that Tenant's car stereo installation facility is not included in this prohibition (k)) except that such uses shall be permitted in the outparcel areas only pursuant to existing leases. Notwithstanding the foregoing, Landlord shall be permitted to lease one outparcel for use as a gas station;

(l) a facility for the sale of new or used motor vehicles (except that such use shall be permitted in the outparcel areas only pursuant to existing leases), trailers or mobile homes;

(m) a facility for any use which is illegal or dangerous;

(n) a skating rink;

(o) an arcade, pinball or computer game room (provided that retail facilities in the Shopping Center may operate no more than four (4) such electronic games incidentally to their primary operations);

(p) non-retail uses, except (i) offices and storage facilities incidental to a primary retail operation, and (ii) service-oriented offices (such as, by way of example, medical or

employment offices, travel agencies, real estate agencies or dry cleaning establishments), provided the combined square footage within the Shopping Center of such service-oriented offices does not exceed seven percent (7%) of the Floor Area of the Shopping Center and any premises used for such uses are a minimum of one hundred forty (140) feet away from the Premises; For purposes of this paragraph, retail banking and self-storage units shall be permitted in the Shopping Center and shall not be included in the seven percent (7%) limitation;

(q) a banquet hall, auditorium or other place of public assembly;

(r) a training or educational facility (including, without limitation, a beauty school, barber college, reading room, school or other facility catering primarily to students or trainees rather than customers) except a tutoring facility, such as, Sylvan Learning or Kumon, not exceeding 5,000 square feet shall be permitted, provided it is located at least one hundred forty (140) feet from the Premises;

(s) a theater of any kind;

(t) a facility for the sale or rental of used goods (including thrift shops, secondhand or consignment stores) or any facility selling new or used merchandise as a wholesale operation, a liquidation operation, odd lots, lot sales, factory close outs or imperfect goods as its principal use (such prohibition shall not be construed to apply to a national department store operating in substantially the same manner as TJ Maxx, Marshalls or Ross);

(u) a gymnasium, sport or health club or spa, however, Landlord shall be permitted to have such uses provided it is more than 140 feet from the Demised Premises; in the event Landlord acquires the property adjacent to the Shopping Center where a gym is currently located, such property shall not be subject to this prohibited use; or

(v) hotel or residential facility;

(w) warehouse, factory or religious organizations; provided Landlord may lease up to 86,000 square feet as self-storage units



**EXHIBIT G**

Existing Leases

1.     Tenant:             GameStop, Inc.  
       Landlord:         P/A Acadia Pelham Manor, LLC  
       Date of Lease:     April 11, 2007  
       Sq. Ft.:           Approximately 2,000 square feet
  
2.     Tenant:             Home Depot U.S.A., Inc.  
       Landlord:         P/A Acadia Pelham Manor, LLC  
       Date of Lease:     December 21, 2006  
       Sq. Ft.:           Approximately 108,750 leasable square feet and 20,826 leasable  
                             square feet in the garden center area
  
3.     Tenant:             Sleepy's, Inc.  
       Landlord:         P/A Acadia Pelham Manor, LLC  
       Date of Lease:     November 29, 2006  
       Sq. Ft.:           Approximately 4,000

## EXHIBIT H

### Existing Exclusives

**Tenant: Sleepy's, Inc.**  
**d/b/a: Sleepy's**

**Permitted Use:** Tenant shall use the Demised Premises for the principal purpose of the sale, at retail, of mattresses, and for the incidental use of the sale, at retail, of directly related accessories, as is usual and customary in Tenant's other Sleepy's stores, and for no other purpose, subject to the restrictions and exclusives as set forth on Exhibit "E".

**Exclusive Use:** Provided this Lease is in full force and effect and Tenant is and has been continuously open and conducting business for the Permitted Use, except for a Temporary Cessation as hereinafter defined, and so long as such provisions do not violate so called antitrust laws, and further provided that Tenant is not in default under the terms, conditions or covenants of the Lease beyond the applicable cure period, Landlord agrees that it shall not hereafter lease another store in the Shopping Center whose principal business is the sale, at retail, or wholesale, of mattresses ("Exclusive Use"). The provisions of this Section shall be null and void in the event Tenant ceases operating its business at the Demised Premises for the Permitted Use, except for a Temporary Cessation.

The parties hereto mutually understand and agree that this Exclusive Use shall not apply to the following: (1) any Anchor Tenant or assignee, sublessee, successor or replacement of same in the Shopping Center; or (2) any existing lease, for space at the Shopping Center as of the date of this Lease, provided, however, Landlord agrees not to approve a change in use (where Landlord's approval is required) so as to violate Tenant's Exclusive Use.

For the purpose of this paragraph only, an Anchor Tenant shall be deemed to mean any tenant occupying at least 15,000 square feet.

**Restrictions on Use: None**

**Tenant: Gamestop, Inc.**  
**d/b/a: Gamestop**

**Permitted Use:** Tenant shall use the Demised Premises for the principal purpose of the sale, at retail, of video games, video game related hardware and video game related accessories and supplies, and pre-owned video games ("Primary Use"), and as an incidental use, for the sale, at retail, of video game entertainment related books and magazines or periodicals, entertainment related action figures, toys, trading cards and other such directly related products and accessories as is usual and customary in a majority of Tenant's other similar concept stores in the State of New York ("Incidental Use"), and for no other purpose, subject to the restrictions and exclusives as set forth on Exhibit "E". All items Tenant is permitted to sell as an Incidental Use shall not exceed, in the aggregate, fifteen (15%) percent of Tenant's total display area of the Demised Premises.

**Exclusive Use:** None

**Restrictions on Use:** None

**Tenant:** Home Depot, Inc.  
**d/b/a:** Home Depot

**Permitted Use:** The Premises may be used for any lawful retail purpose, subject to the terms of this Sublease, including, without limitation, this Section 7.1 and Sections 7.5 and 7.6.

**Exclusive Use:** No portion of the Shopping Center other than the Premises shall be used for a home improvement center or for any business which sells, displays, leases, rents or distributes the following items or materials, singly or in any combination (the "Restricted Items"): lumber, hardware, tools, plumbing supplies, electrical supplies, paint, wallpaper and other wallcoverings, window treatments (including draperies, curtains and blinds), kitchen or bathrooms or components thereof (including tubs, sinks, faucets, mirrors, cabinets, showers, vanities, countertops and related hardware), windows, hard and soft flooring (including tile, wood flooring, rugs and carpeting), siding, ceiling fans, gardening and garden nursery supplies, natural plants (except that a florist selling cut flowers shall be permitted), outdoor cooking equipment and accessories, patio furniture and patio accessories, Christmas trees, indoor and outdoor lighting systems and light fixtures, cabinets and unfinished and finished furniture, kitchen and household appliances, closet organizing systems, pictures or picture framing, except for the incidental sale of such items ("Tenant's Exclusive"). An "incidental sale of such items" is one in which there is no more than the lesser of (i) ten percent (10%) of the total Floor Area of such business, or (ii) 1,000 square feet of sales and/or display area, relating to such items individually or in the aggregate. If, at any time during the Term, Tenant shall fail to continuously use substantially all of the Premises as a home improvement store selling some or all of the foregoing Restricted Items for a period of more than one year (exclusive of any Permitted Closure), then, in such event, Tenant's Exclusive shall no longer be effective against premises in the Shopping Center containing Three Thousand (3,000) Leasable Square Feet or less, up to Fifteen Thousand (15,000) Leasable Square Feet in the aggregate in the Shopping Center (the "Excluded Premises"), and all tenants and occupants of the Excluded Premises shall be permitted to sell one or more of the Restricted Items and Landlord shall be permitted to enter into any lease and modify any then existing lease in a manner which would permit the sale of any one or more of the Restricted Items within any of the Excluded Premises. Notwithstanding the foregoing, nothing contained herein shall prohibit the sale of any of the items contained within Tenant's Exclusive by the following types of retailers: high-end kitchen and household appliance stores such as Williams Sonoma, Pottery Barn and Crate & Barrel; home furnishings stores such as Levitz, Ashley's Furniture, Lazy Boy, Bombay Company or Pier 1; appliance stores such as Circuit City or Best Buy; household goods stores such as Linens & Things and Bed, Bath & Beyond; crafts stores such as Michael's Arts and Crafts; and mattress/bedding stores such as Sleepy's or Rockaway Bedding. The foregoing named retailers are set forth by way of example only and other retailers selling similar mixes of items as such named retailers are selling at a

majority of their stores in the Northeast on the date hereof shall also be excluded from the application of Tenant's Exclusive.

**Restrictions on Use:** No portion of Building C or D may be used for restaurant use. Restaurant uses are permitted in Buildings A, B, E and F up to a maximum of 15,000 Leasable Square Feet in the aggregate, with no one restaurant greater than 7,500 Leasable Square Feet. Further, Retail A and B are permitted no more than 5,000 Leasable Square Feet of restaurant use in the aggregate, Retail E is permitted no more than 7,000 Leasable Square Feet of restaurant use in the aggregate, and Retail F is permitted no more than 7,500 Leasable Square Feet of restaurant use. Food sales of not more than 250 Leasable Square Feet in the aggregate shall be permitted in the Building.

Except as otherwise shown specifically on the Site Plan, no portion of the Shopping Center may be used for any of the following purposes: a gun range; the sale of guns as a primary use; an animal kennel (except if an animal kennel is operating as an incidental use to a pet store or a pet supply store); theater, auditorium, sports or other entertainment viewing facility (whether live, film, audio/visual or video); bowling alley; skating rink; business office usage (defined as any office that does not provide services directly to a consumer as opposed to retail offices typically found in shopping centers, such as financial services, real estate brokerage, insurance agency, banking, travel agency) other than incidental in connection with non-prohibited uses; warehouse/storage facility (other than storage incidental to the operation of a retail business, and further provided that storage space shall be permitted in (and above) Retail C, D and E); car wash facility or gasoline station; fitness center, workout facility, gym, health spa or studio, or exercise facility (other than the Existing Building shown on the Site Plan which is currently not part of the Shopping Center but may be included in the Shopping Center in the future, and except for a facility no greater than 4,000 Leasable Square Feet used for a fitness center, workout facility, health spa, studio or exercise facility such as a "Curves"); a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees and not to customers (but shall specifically not prohibit a school which is incidental to a primary retail purpose, and which shall specifically not prohibit a learning center such as a Sylvan Learning Center provided such learning center is no greater than 5,000 square feet and provided that such learning center is not permitted in Building C); a flea market; conduct of an auction, any "fire", "going out of business" or similar sales, cemetery; mortuary; any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials; a so-called "head shop"; off-track betting parlor; junk yard; recycling facility or stockyard; a bar, tavern or cocktail lounge (except if incidental to a restaurant); a discotheque, dance hall, comedy club, night club or adult entertainment facility; billiard or pool hall; massage parlor, game parlor or video arcade (which shall be defined as any store containing more than three (3) electronic games); industrial, residential or manufacturing uses, or house of worship. Further, no oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any portion of the Shopping Center, nor shall oil wells, tanks, tunnels, or mineral excavation or shafts be permitted upon the surface of any portion of the Shopping Center, or within five hundred (500) feet below the surface of any of the Shopping Center. No derrick or other structure designed for use in boring for water, oil, natural gas or other minerals shall be erected, maintained or permitted on any portion of Shopping Center. Further, no portion of the Shopping Center may be used as a motor vehicle or boat dealership,